

Image Access, Inc
d/b/a NewPhone

3525 Causeway, Suite 501
Metairie, LA 70002

"03 APR 10 AM 11 42

APR 7 2003
TN REGULATORY AUTHORITY
DOCKET ROOM

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

DOCKET NO.

03-00270

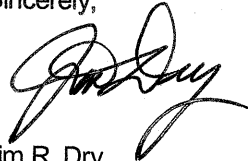
Dear Mr. Waddell:

Enclosed please find one original and thirteen (13) copies of the Application for Certificate to Provide Competing Local Telecommunications Services of Image Access, Inc., d/b/a NewPhone.

Please note that Image Access is currently authorized by the TRA to provide operator and telecommunications services state-wide in Tennessee on a resale basis as evidenced by its Certificate of Convenience and Necessity issued June 14, 1999 by the TRA, which is included with the Application as Exhibit D. Image Access was advised by the TRA Staff that the enclosed application is necessary because Image Access has executed a comprehensive interconnection agreement with BellSouth Telecommunications, Inc. Image Access previously had a resale-only agreement with BellSouth. Image Access intends to continue providing local service in Tennessee by reselling BellSouth's underlying local retail services pursuant to the terms of its interconnection agreement with BellSouth and the rules of the TRA.

Should you require additional information, please let me know.

Sincerely,



Jim R. Dry
Vice President & Chief Financial Officer

JRD/mkp
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF IMAGE ACCESS, INC d/b/a NEWPHONE
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Image Access, Inc d/b/a NewPhone respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Image Access, Inc d/b/a New Phone ("Image Access") authority to provide competing local telecommunications services within the State of Tennessee.

The TRA granted Image Access a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee on June 14, 1999. Image Access has been operating successfully in Tennessee as a reseller of BellSouth Telecommunications, Inc.'s ("BellSouth") local service since that time. Image Access has been and continues to be in good standing with the Tennessee Regulatory Authority. Attached as **Exhibit D** to this Application is Image Access' Certificate of Convenience and Necessity issued June 14, 1999 by the TRA.

Image Access, Inc. will continue to operate under the name NewPhone, which is a fictitious name for a division of Image Access, Inc. Image Access shall continue to provide resold prepaid local telecommunications services in all of the BellSouth service areas of the state. Upon Certification as a Competitive Local Exchange Carrier, Image Access will continue to advertise throughout the state the offering to provide local phone service. Image Access is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, Image Access submits the following:

1. The full name and address of the Applicant is:

Image Access, Inc d/b/a NewPhone
3525 Causeway Blvd., Suite 501
Metairie, Louisiana 70002
Telephone: (504) 834-9363
Facsimile: (504) 833-9419

Questions regarding this application should be directed to:

Jim R. Dry
Chief Financial Officer
Image Access, Inc d/b/a NewPhone
3525 Causeway Blvd., Suite 501
Metairie, Louisiana 70002
Telephone: (504) 834-9363
Facsimile: (504) 833-9419

Contact name and address at the Company is:

Jim R. Dry
Chief Financial Officer
Image Access, Inc d/b/a NewPhone
3525 Causeway Blvd., Suite 501
Metairie, Louisiana 70002
Telephone: (504) 834-9363
Facsimile: (504) 833-9419

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See Exhibit A

3. Corporate information:

Image Access was incorporated in the State of Louisiana on April 7, 1997. A copy of Image Access's Articles of Incorporation and Louisiana Certificate of Incorporation are provided in Exhibit B. A copy of Image Access's Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit E. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit F.

4. Image Access possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as set forth in Exhibits F through I attached hereto:

A. Financial Qualifications:

In support of its financial information, Image Access submits its most recent financial statements, including Income Statement and Balance Sheet for year ended December 31, 2002, as Exhibit I. Also included as Exhibit H is Image Access' Pro-Forma Income Statement for the years 2003 to 2005. Image Access'

Exhibits I and H are being submitted under seal as confidential and proprietary information herewith. Also attached as **Exhibit G**, is a letter of credit from Hibernia National Bank in the amount of \$50,000.00 in favor of Image Access. Thus, Image Access asserts that it has the financial resources necessary to operate as a CLEC in Tennessee.

Image Access's financial statements, nor its projected financial results reflect any revenues or expenses associated with reciprocal compensation. Image Access provides service by reselling BellSouth's underlying retail services.

B. Managerial Ability:

As shown in **Exhibit F** to this Application, Image Access has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. The Officers of Image Access have been involved directly in providing local telecommunication services to end users in Louisiana since June 9, 1998. Additionally, as shown on **Exhibit D**, Image Access has been operating in Tennessee as a reseller of BellSouth's local services since June 14, 1999. Image Access has been and continues to be in good standing with the Tennessee Regulatory Authority. Image Access and the Officers have also been providing local telecommunications services to end users in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina and South Carolina since 1999. In addition, Gene Dry and Richard Jaubert have been involved in the business of providing transaction services to retailers in Louisiana through TeleCheck Louisiana, and Jim Dry has served in a managerial capacity with Cajun Electric Power Cooperative Inc., each of which are more fully described in **Exhibit F**.

C. Technical Qualifications:

Image Access services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LECs regulated by the TRA. See **Exhibit M**, Image Access Tariff. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies of the principal officers (**Exhibit F**), none of the officers have extensive technical experience directly involved in communication services; however TeleCheck, for whom Mr. Dry and Mr. Jaubert worked, was in the business of providing check authorizations via an automated communications network for over 2,800 merchants in Louisiana. The volume of authorizations exceeded 12,000,000 annually for over \$1,000,000,000. Thus, Image Access is certainly technically qualified to provide local exchange service in Tennessee. See also **Exhibits D and J**, which is Image Access' current Certificate of Convenience and Necessity from the TRA and the Testimony of Jim R. Dry.

5. Proposed Service Area:

Image Access is authorized to, and is providing telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina South Carolina and Tennessee. Image Access proposes to offer its services in the service areas of BellSouth, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. Image Access intends to offer local telecommunications services pursuant to its nine-state interconnection agreement with BellSouth by reselling BellSouth's local retail services to end users on a pre-paid basis.

6. Types of Local Exchange Service to be provided:

Image Access will continue to offer local exchange services to residential customers in Tennessee. Image Access's initial line of local services will be comparable to that currently offered by BellSouth. Initially, Image Access plans to continue offering basic access line service, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (6) and (2).

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive local telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and potential cost savings as compared to other pre-paid local service providers. Granting this Application of Image Access to provide local exchange telecommunications services will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Image Access and indirectly, because Image Access' presence in Tennessee will increase the incentives for other local telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the local service options available to Tennessee citizens for the reasons set forth above.

7. Repair and Maintenance:

Image Access understands the importance of effective customer service for local service customers. Image Access has made arrangements for its customers to call the company at its toll-free customer service number 1-877-801-3131. In addition, customers may contact the Company in writing at the headquarters address. The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about Image Access'

operations is Jim R. Dry, 358 Carriage Way, Baton Rouge, Louisiana 70808, telephone number (225) 767-6844.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212): **Exhibit K.**

9. Toll Dialing Parity Plan: **Exhibit N.**

Image Access will be reselling the local retail services of BellSouth and will not be installing its own switches or telecommunications equipment in Tennessee.

Image Access, Inc d/b/a NewPhone is a reseller of BellSouth local service only. NewPhone's customers do not have toll access. NewPhone is not currently offering any toll service to any customers in Tennessee. Therefore, it is NewPhone's understanding that it is not required to file a Plan or a Petition for Waiver concerning intraLATA toll dialing parity. NewPhone will file a plan for approval with the Tennessee Regulatory Authority not later than sixty (60) days prior to offering toll service in Tennessee.

10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the Company's intention of operating in the state. See **Exhibit L** for the list.

11. Numbering Issues: None

12. Tennessee Specific Operational Issues: None

13. Miscellaneous:


- A. Sworn Pre-filed testimony of Jim R. Dry, Vice President and Chief Financial Officer: **Exhibit J.**
- B. Applicant provides service on a pre-paid basis.
- C. Image Access has not been subject to regulatory complaints in any of the States in which it is doing business.
- D. A copy of Image Access' tariff is enclosed: **Exhibit M.**

CONCLUSION:

Image Access respectfully requests that the TRA enter an order granting it a Certificate of Convenience and Necessity to operate as a competing telecommunications service provider and authority to provide local exchange telecommunication service on a facilities and resale basis in the service areas of BellSouth, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Image Access' provision of these services will promote the public interest by providing high-quality service at competitive prices and by

creating greater economic incentives for the development and improvement of competitive telecommunication services for the benefit of Tennessee consumers.

Respectfully submitted this 7 day of April, 2003



Jim R. Dry
Vice President and Chief Financial
Officer for Image Access, Inc.

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

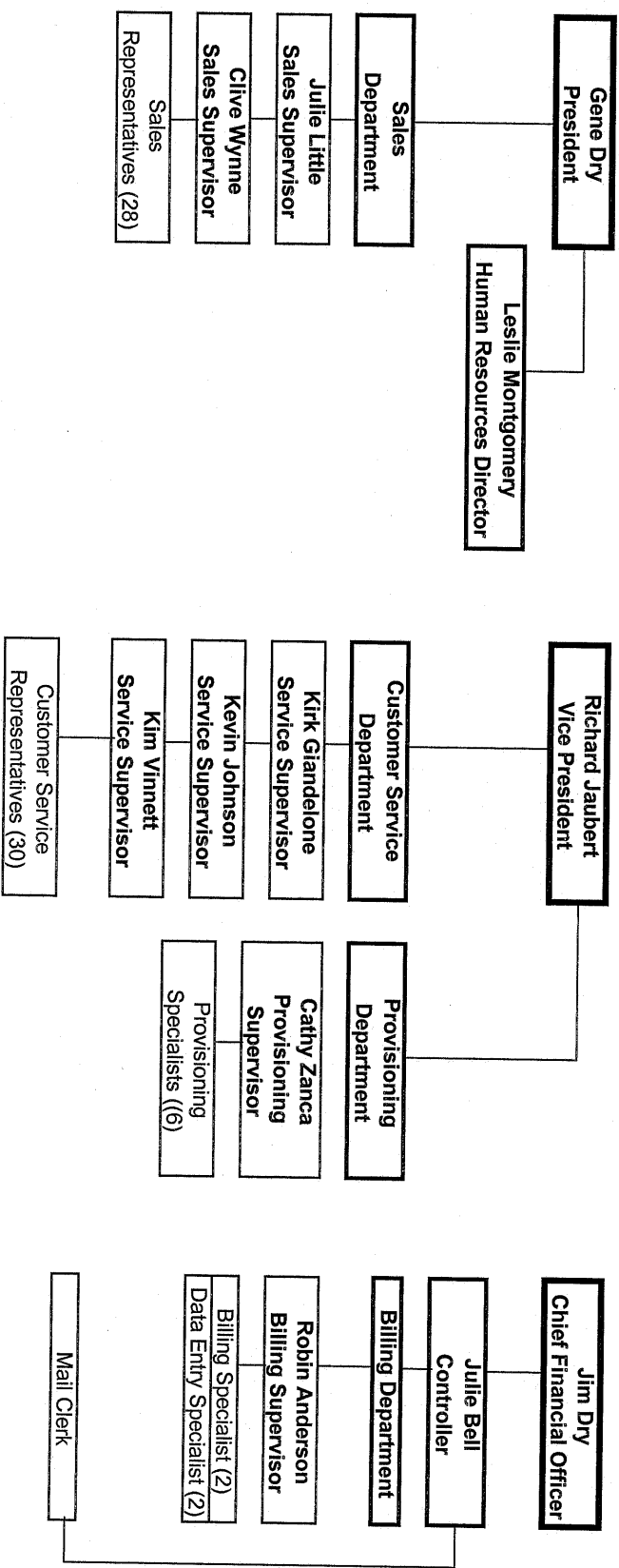
Exhibit A

Organizational Chart of Corporate Structure

IMAGE ACCESS, INC. dba NEWPHONE

ORGANIZATIONAL CHART

November 2002



**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit B

**Image Access Articles of Incorporation
And Louisiana Certificate of Incorporation**

UNITED STATES OF AMERICA

State of Louisiana



Fox McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

IMAGE ACCESS, INC.

A LOUISIANA corporation domiciled at METAIRIE,

Filed charter and qualified to do business in this State on
April 07, 1997,

I further certify that the records of this Office indicate
the corporation has paid all fees due the Secretary of
State, and so far as the Office of the Secretary of State is
concerned is in good standing and is authorized to do
business in this State.

I further certify that this Certificate is not intended to
reflect the financial condition of this corporation since
this information is not available from the records of this
Office.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

April 4, 2003

Fox McKeithen

CBO 34556476D

Secretary of State



ARTICLES OF INCORPORATION
OF
IMAGE ACCESS, INC.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, that on this 31st day of March, 1997,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared Gene R. Dry the incorporator hereto, a person of the full age of majority, who declared unto me, Notary, in the presence of the undersigned competent witnesses, that availing himself of the provisions of the Louisiana Business Corporation Law, he does hereby form a corporation in pursuance of ~~SAID LAWS~~ ^{SAID LAWS} in accordance with the following Articles of Incorporation:

ARTICLE 1

NAME

The name of this corporation is IMAGE ACCESS, INC.

ARTICLE 2

PURPOSE

The purpose of this Corporation is to engage in any lawful activity for which corporations may be formed under the Louisiana Business Corporation Law of the State of Louisiana. This corporation shall possess all powers, rights, privileges, and immunities which corporations are or may be hereafter authorized to have and possess under the Constitution and the laws of the State of Louisiana.

ARTICLE 3

DURATION

The duration of this Corporation shall be in perpetuity, or such maximum period as may be authorized by the laws of Louisiana.

ARTICLE 4

AUTHORIZED CAPITAL & VOTING

A. The Corporation is authorized to issue an aggregate of 100 shares of capital stock, all of which are designated common stock having no par value.

Office of the Secretary of State
hereby certify that this is a true and correct copy, as taken from the original on file in this office.

[Signature]

Fox McKeithen
Secretary of State

APR 07 1997

B. Each share of common stock shall be entitled to one (1) vote at all meetings, general or special, of the shareholders, which vote may be exercised in person or by proxy.

C. Shareholders shall have preemptive rights.

ARTICLE 5

CORPORATE ACTION OF SHAREHOLDERS

If shareholder action or approval is required by law in connection with the amendment of these Articles of Incorporation or any merger, consolidation, transfer of corporate assets or dissolution of or involving the corporation, such action or approval, unless a larger vote is specifically mandated by law, shall be taken or given only upon the affirmative vote of not less than a majority of the number of shares entitled to vote on the particular question.

ARTICLE 6

SHAREHOLDER CONSENT

Whenever the affirmative vote of shareholders is required to authorize or constitute corporate action, the consent in writing to such action signed only by shareholders holding that proportion of the total voting power on the question which is required by law or by these Articles of Incorporation, whichever requirement is higher, shall be sufficient for the purpose, without necessity for a meeting of shareholders.

ARTICLE 7

DIRECTORS

The number of directors shall be such number, not less than three (3) nor more than seven (7) as may be designated in the by-laws and if not designated, as may from time to time be elected by the shareholders, except that when all of the outstanding shares are held of record by fewer than three shareholders, then there need be only as many directors as there are shareholders, but this shall not prevent a greater number of directors as aforesaid. Any director absent from a meeting of the Board or any committee thereof, may be represented by any other director or shareholder who may cast the absent director's vote according to the written instructions, general or special, of the absent director.

ARTICLE 8

NAMES AND ADDRESSES OF INCORPORATORS

The name and address of the Incorporator is:

Gene R. Dry
209 Hector Avenue
Metairie, LA 70005

THUS DONE AND PASSED in duplicate originals at my office in the State and Parish aforesaid, on the day, month and year hereinabove set forth, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Sharia D. Romano

Joan S. McLean

INCORPORATOR:

Gene R. Dry

Bruce S. Kingsdorf
NOTARY PUBLIC

\\sdc_vps\BKC_VOL1\BKCUSER\JOANMCMLEAN\GENO.DRY\ARTCLINC

**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987**

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 31st day of March, 1997, before me, a Notary Public in and for the State and

Parish aforesaid, personally came and appeared:

GENE R. DRY

who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of IMAGE ACCESS, INC., which is a Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of Title 12, Chapter 1, 2 and 3.



**GENE R. DRY
REGISTERED AGENT**

**SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
31st DAY OF MARCH, 1997**



NOTARY PUBLIC

NOTE: If the Agent is a Corporation authorized to act as an agent then the affidavit must be executed by an officer of the corporation.

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit C

State of Tennessee Certificate of Authority

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 05/20/98
REQUEST NUMBER: 3513-2606
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 05/18/98 1358
EFFECTIVE DATE/TIME: 05/18/98 1358
CONTROL NUMBER: 0351147

TO:
IMAGE ACCESS
3322 HESSMAN

MEMPHIS, LA 70002

RE:
IMAGE ACCESS INC
APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 05/19/98

FROM:
IMAGE ACCESS
209 HECTOR AVE

RECEIVED: * FRS \$300.00 \$300.00

TOTAL PAYMENT RECEIVED: \$600.00

MEMPHIS, LA 70005-0000

RECEIPT NUMBER: 00002314579
ACCOUNT NUMBER: 00286559



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit D

**Tennessee Regulatory Authority Certificate of
Convenience and Necessity**

Company ID. 128188
Image Access Inc. d/b/a New Phone
3322 Hessmer
Metairie, LA 70002

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, TN
June 14, 1999

IN RE. CASE NUMBER: 98-00460

Application for Authority to Provide Operator Services and/or Resell
Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-.57.

---ORDER---

This matter is before the Tennessee Regulatory Authority upon the application of the above-mentioned company for certification as a reseller or telecommunication operator service provider in Tennessee. The TRA considered this application at a Conference held on October 6, 1998 and concluded that the applicant has met all the requirements for certification and should be authorized to provide operator services and/or resell telecommunications services on an intrastate basis.

IT IS THEREFORE ORDERED:

1. That the above-mentioned company is issued a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee as specified in its application on file with the Authority.
2. That said company shall comply with all applicable state laws and TRA rules and regulations.
3. That this order shall be retained as proof of certification with this Authority, and may be used to obtain appropriately tariffed service and billing arrangements from Authority authorized telecommunications service providers.

ATTEST:


Executive Secretary


Chairman


Director


Director

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit E

Corporate Principle Officers

Image Access, Inc., d/b/a NewPhone Corporate Principal Officers

Gene R Dry

President & Chief Executive Officer (CEO)
3525 N Causeway Blvd., Suite 501
Metairie, LA 70002

Richard R Jaubert

Vice President & Chief Operations Officer (COO)
3525 N Causeway Blvd., Suite 501
Metairie, LA 70002

Jim R Dry

Vice President & Chief Financial Officer (CFO)
3525 N Causeway Blvd., Suite 501
Metairie, LA 70002

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit F

Managerial and Technical Capability

Managerial and Technical Capability

Managerial Information

Image Access has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. The Officers of Image Access have been involved directly in providing local telecommunication services to end users in Louisiana since June 9, 1998. Additionally, Image Access has been operating in Tennessee as a reseller of BellSouth's local services since June 14, 1999. Image Access has been and continues to be in good standing with the Tennessee Regulatory Authority. Image Access and the Officers have also been providing local telecommunications services to end users in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina and South Carolina since 1999. In addition, Gene Dry and Richard Jaubert have been involved in the business of providing transaction services to retailers in Louisiana through TeleCheck Louisiana and Jim Dry has served in a managerial capacity with Cajun Electric Power Coop. Inc each of which are more fully described below.

Gene R. Dry -- Served as President of TeleCheck Louisiana From January 1987 through November 1996. In that capacity, he managed the growth of the company from revenue of \$2 million to the \$10 million level. He was successful managing growth, capital, and customer acquisition in financial products and services. His responsibilities included the development and implementation of business plans for achieving corporate goals. When the company was sold to its franchisor, staffing was at 125. Mr. Dry received a Bachelor of Science degree in Accounting from Louisiana State University.

Richard R. Jaubert -- Mr. Jaubert was Vice President/Chief Financial Officer of Telecheck Louisiana from January 1994 to November 1996. In this capacity, he was responsible not only for the accounting department but operations and human resources as well. The total number of employees in these departments was 15 full time and 4 part time. Prior to TeleCheck, Mr. Jaubert was the Director of Administration/ Finance for Monarch Real Estate Advisors, a national real estate consulting firm. Mr. Jaubert has a MBA from the University of New Orleans and a Bachelor of Science degree in Accounting from Louisiana State University.

Jim R. Dry -- Has seventeen years experience with Cajun Electric Power Cooperative Inc. and twelve of those as supervisor or manager in the accounting department. The sections under his direct supervision were Financial Statements, Accounts Payable, Payroll, Capital Projects, Debt, Fixed Assets, Fuel Accounting, Spare Parts Inventory and Plant Accounting. Mr. Dry received his undergraduate degree from Louisiana State University in accounting and became a Certified Public Account in January 1991.

Technical Information

As a reseller of local telecommunication services, the officers do not have extensive technical experience directly involved in communication services; however, TeleCheck, for whom Mr. Dry and Mr. Jaubert worked, was in the business of providing

check authorizations via an automated communications network for over 2,800 merchants in Louisiana. The volume of authorizations exceeded 12,000,000 annually for over \$1,000,000,000. Moreover, pursuant to Image Access' agreement with BellSouth, BellSouth is responsible for repair and maintenance of the network used by Image Access to provide local service to end users.

Gene R. Dry -- Managed the growth of technology for use in the business of check authorizations, check collections, and business management purposes. TeleCheck Louisiana was the first TeleCheck franchise to utilize an automated recovery system and as a result achieved the highest recovery percentage of all other franchises. Additionally, as chairman of the TeleCheck Franchise Association Operations Committee, Mr. Dry helped direct the development and use of a vast data processing network that enabled all TeleCheck franchises to guarantee checks from any bank in the United States for over 100,000 merchants nationally.

Richard R. Jaubert -- During his employment at TeleCheck, Mr. Jaubert was responsible for all computer and telecommunication requirements. This included a local area network of which he coordinated the purchase, installation and day-to-day maintenance. He was also responsible for the monitoring of the frame relay network, which was the link between the local TeleCheck office and its franchisor in Houston, Texas. Other responsibilities include the monitoring of the PBX system, T-1 lines and other day-to-day telecommunication equipment.

Jim R. Dry -- Has experience with implementing and maintaining the Dunn and Bradstreet Financial Accounting System which includes accounts payable, fixed assets, capital projects and general ledger. He also was project leader in implementing the PeopleSoft Accounts Payable Client Server System, and had practical experience in using numerous PC based software including MicroSoft Office Suite and Lotus Suite.

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit G

Hibernia National Bank Letter of Credit



HIBERNIA
MEMBER FDIC

10/28/2002

Re: Image Access, Inc

To Whom It May Concern:

This letter is to advise that Image Access, Inc. has a line of credit with Hibernia National Bank in the amount of \$50,000.00. They are considered a valued customer of our institution.

If I may be of any further assistance, please do not hesitate to call me at (504)533-2431.

Sincerely,

Loretta Savoye
Vice President
Causeway Office

2000 N. Causeway Blvd.

Metairie

LA 70001

(504) 533-2430

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit H

**Pro-Forma Income Statement
For Years 2003 Through 2005**

The required documents are being submitted under seal with this filing.

These documents demonstrate Image Access' financial ability to provide the proposed services. Image Access is a privately-held corporation and as such its financial statements are not public information, but rather constitute confidential and proprietary information. Image Access' financial statements are therefore submitted under seal. Image Access respectfully requests that this confidential information not be provided to anyone except those members of Staff and the Regulatory Authority who need to review the material for evaluation of Applicant's fitness to provide service.

New Phone
Pro-forma Income Statement
2003-2007

	Budget 2003	2003 % Of Sales	% Increase	ProForma 2004	2004 % Of Sales	% Increase	ProForma 2005	2005 % Of Sales	% Increase
Sales	425,000			531,250			664,063		
Telephone Service	\$ 23,000,000		25.0%	\$ 28,800,000		25.0%	\$ 36,000,000		25.0%
Other Revenue						25.2%			25.0%
Net Sales	\$ 23,000,000	100%	25.6%	\$ 28,800,000	100%	25%	\$ 36,000,000	100%	25%
Change in Monthly Revenue		\$ 54.12			\$ 54.21			\$ 54.21	
Cost of Goods Sold									
Cost of Lines	\$ 12,800,000	55.7%		\$ 16,017,188	55.6%		\$ 20,054,688	55.7%	
Sales Taxes	800,000	3.5%		993,600	3.5%		1,242,000	3.5%	
Total Cost of Goods Sold	\$ 13,600,000	59.1%	25.4%	\$ 17,010,788	59.1%	25%	\$ 21,296,688	59.2%	25%
Change in Cost of Lines		\$ 32.00			\$ 32.02			\$ 32.07	
Gross Profit On Sales	\$ 9,400,000	40.9%	26.0%	\$ 11,789,213	40.9%	25%	\$ 14,703,313	40.8%	25%
	\$ 32.00	\$ 22.12		\$ 32.02	\$ 22.19		\$ 32.07	\$ 22.14	
Operating Expenses									
Advertising	2,500,000	10.9%	28.0%	3,200,000	11.1%	28.0%	4,096,000	11.4%	28.0%
Rent & Utilities	224,000	1.0%	2.3%	230,000	0.8%	2.7%	250,000	0.7%	8.7%
Bank Charges	200,000	0.9%	25.8%	210,000	0.7%	5.0%	225,000	0.6%	7.1%
Dues and Subscriptions	30,000	0.1%	10.3%	30,000	0.1%	0.0%	35,000	0.1%	16.7%
Insurance	15,000	0.1%	163.2%	18,000	0.1%	20.0%	20,000	0.1%	11.1%
Legal & Accounting Fees	90,000	0.4%	8.3%	90,000	0.3%	0.0%	95,000	0.3%	5.6%
401(k) Expenses	100,000	0.4%	74.1%	110,000	0.4%	10.0%	120,000	0.3%	9.1%
Licenses/Permits	25,000	0.1%	7.8%	30,000	0.1%	20.0%	35,000	0.1%	16.7%
Outside Services	50,000	0.2%	8.2%	60,000	0.2%	20.0%	70,000	0.2%	16.7%
Postage and Delivery	300,000	1.3%	27.2%	374,400	1.3%	24.8%	468,000	1.3%	25.0%
Printing and Reproduction	110,000	0.5%	29.1%	144,000	0.5%	30.9%	180,000	0.5%	25.0%
Office Supplies	52,000	0.2%	16.3%	55,000	0.2%	5.8%	60,000	0.2%	9.1%
Telephone	260,000	1.1%	7.3%	325,000	1.1%	25.0%	350,000	1.0%	7.7%
Meals/Entertainment	24,000	0.1%	58.0%	25,000	0.1%	4.2%	27,000	0.1%	8.0%
Payroll	2,500,000	10.9%	24.7%	3,107,900	10.8%	24.3%	3,852,000	10.7%	23.9%
Group Insurance	150,000	0.7%	25.3%	190,000	0.7%	26.7%	225,000	0.6%	18.4%
Travel Expenses	75,000	0.3%	136.5%	80,000	0.3%	6.7%	85,000	0.2%	6.3%
Interest Expense	10,000	0.0%	-17.1%	12,000	0.0%	20.0%	12,000	0.0%	0.0%
Payroll Taxes	260,000	1.1%	18.9%	311,000	1.1%	19.6%	385,200	1.1%	23.9%
Miscellaneous Expense	50,000	0.2%	28.6%	60,000	0.2%	20.0%	70,000	0.2%	16.7%
Total Operating Expenses	7,025,000	30.5%	24.9%	8,662,300	30.1%	23.3%	10,660,200	29.6%	23.1%
	30.5%	\$ 16.53		30.1%	\$ 16.31		29.6%	\$ 16.05	
Income Before Owners' Comp.	\$ 2,375,000		29.5%	\$ 3,126,913		32%	\$ 4,043,113		29%
	10.3%	\$ 5.59		10.9%	\$ 5.89		11.2%	\$ 6.09	
Owners' Compensation	630,000	2.7%	-63.6%	630,000	2.2%	0.0%	630,000	1.8%	0.0%
Depreciation	132,000	0.6%	59.7%	150,000	0.5%	13.6%	160,000	0.4%	6.7%
Software	400,000			100,000	0.3%	-75.0%	100,000	0.3%	0.0%
Net Income	\$ 1,213,000	5.3%	8149.5%	\$ 2,246,913	7.8%	85%	\$ 3,153,113	8.8%	40%
Sub S Distributions	1,143,000			2,000,000			2,500,000		
	\$ 70,000			\$ 246,913			\$ 653,113		

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit I

Financial Statements

The required documents are being submitted under seal with this filing.

These documents demonstrate Image Access' financial ability to provide the proposed services. Image Access is a privately-held corporation and as such its financial statements are not public information, but rather constitute confidential and proprietary information. Image Access' financial statements are therefore submitted under seal. Image Access respectfully requests that this confidential information not be provided to anyone except those members of Staff and the Regulatory Authority who need to review the material for evaluation of Applicant's fitness to provide service.

**New Phone
Balance Sheet
December 31, 2002**

ASSETS

CURRENT ASSETS

Cash	\$	(52,398)
Accounts Receivable		36,544
Deposits		1,609
Prepaid Expenses		27,250
TOTAL CURRENT ASSETS		<u>13,005</u>

FIXED ASSETS

Furniture, Fixtures & Equipment	521,992
Less Accumulated Depreciation	<u>206,063</u>

TOTAL FIXED ASSETS	<u>315,928</u>
---------------------------	----------------

TOTAL ASSETS	<u>\$ 328,934</u>
---------------------	-------------------

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable-Trade	\$	327,633
Accrued Liabilities		
Line of Credit		
TOTAL CURRENT LIABILITES		<u>327,633</u>

LONG-TERM DEBT

L-T Notes Payable	<u>120,240</u>
TOTAL LONG-TERM DEBT	<u>120,240</u>
TOTAL LIABILITIES	<u>447,873</u>

STOCKHOLDERS EQUITY

Paid-In Capital	59,318
Retained Earnings	(192,961)
Net Profit/(Loss)	<u>14,704</u>
TOTAL EQUITY	<u>(118,940)</u>

TOTAL LIABILITES AND EQUITY	<u>\$ 328,934</u>
------------------------------------	-------------------

New Phone
Income Statement
For the Year Ended December 31, 2002

Sales

Telephone Service	\$ 18,303,595
Other Revenue	4,396
Net Sales	<u>\$ 18,307,991</u>

Cost of Goods Sold

Cost of Lines	\$ 10,214,943
Sales Taxes	633,926
Total Cost of Goods Sold	<u>\$ 10,848,868</u>

Gross Profit On Sales	<u>\$ 7,459,123</u>
-----------------------	---------------------

Operating Expenses

Advertising	\$ 1,953,862
Rent & Utilities	219,009
Bank Charges	159,019
Payment Commissions	960
Dues and Subscriptions	27,201
Insurance	5,698
Legal & Accounting Fees	83,088
401(k) Expenses	57,424
Licenses/Permits	23,199
Outside Services	46,204
Postage and Delivery	235,793
Printing and Reproduction	85,234
Office Supplies	44,731
Telephone	242,405
Meals/Entertainment	15,191
Payroll	2,004,645
Group Insurance	119,696
Travel Expenses	31,715
Interest Expense	12,068
Payroll Taxes	218,600
Miscellaneous Expense	38,890
Total Operating Expenses	<u>\$ 5,624,632</u>

Income Before Owners' Comp, Depr., & Tx	<u>\$ 1,834,491</u>
-----------------------------------------	---------------------

Owners' Compensation	1,729,479
Depreciation	82,660
Software	7,648

Net Income	<u><u>\$ 14,704</u></u>
------------	-------------------------

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit J

Prepared Direct Testimony of Jim Dry

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF IMAGE ACCESS, INC d/b/a NEWPHONE
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

PREPARED DIRECT TESTIMONY OF JIM DRY

Q: Please state your name and address.

A: My name is Jim R. Dry. My business address is 3525 Causeway Blvd., Suite 501, Metairie, LA 70002.

Q: By whom are you employed and in what capacity?

A: I am the Vice-President and Chief Financial Officer and thirty-three percent (33%) owner of Image Access, Inc. My responsibilities with Image Access, Inc. include consulting on the financial oversight of the operations of the company. I am also actively involved in planning and development.

Q: Please give a brief description of your background and experience.

A: I received my undergraduate degree from Louisiana State University in accounting and became a CPA in January 1991. I have over twenty years of experience in the business community and the last 17 years managing in the accounting department of Cajun Electric Power Coop., Inc. I now have four years experience in owning and operating a telecommunications company.

Q: What is the purpose of your testimony?

A: The purpose of my testimony is to present evidence describing the technical, managerial and financial fitness of Image Access, Inc. to provide the proposed telecommunications services in Tennessee. The testimony will also describe the services proposed by the company. Finally, the purpose of my testimony is to show that the public interest will be served by approval of the application of Image Access, Inc. for a certificate of public convenience and necessity. All of the statements in Image Access, Inc.'s application are true and correct to the best of my knowledge, information and belief.

Q: Please describe Image Access, Inc.'s corporate structure.

A: Image Access, Inc. is a Louisiana corporation and was incorporated on April 7, 1997. Image Access' Articles of Incorporation and Louisiana Certificate of Incorporation are attached as **Exhibit B** to its Application.

- Q: Is Image Access, Inc. currently registered to do business in Tennessee?**
- A: Yes. Image Access, Inc. received authority from the Tennessee Secretary of State to conduct business in Tennessee on May 18, 1998. Image Access' Certificate of Authority to transact business in Tennessee is attached as Exhibit C to its Application.
- Q: Is Image Access currently providing telecommunications service in Tennessee?**
- A: Yes. The TRA granted Image Access a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee on June 14, 1999. Image Access has been operating successfully in Tennessee as a reseller of BellSouth Telecommunications, Inc.'s ("BellSouth") local service since that time. Image Access has been and continues to be in good standing with the Tennessee Regulatory Authority. Attached as Exhibit D to Image Access' Application is its Certificate of Convenience and Necessity issued June 14, 1999 by the TRA.
- Q: If Image Access is already certified by the TRA and operating in Tennessee, why is it filing this application?**
- A: Image Access was providing service in Tennessee pursuant to its current Certificate and through a resale-only agreement with BellSouth. Last summer, Image Access negotiated with BellSouth for a comprehensive interconnection agreement that now allows Image Access to provide service to end users through the purchase of unbundled network elements from BellSouth in addition to continuing to resell BellSouth's retail services.
- Q: Are you filing the current application because Image Access now has a comprehensive interconnection agreement with BellSouth as opposed to a resale-only agreement?**
- A: Yes. It is my understanding from conversations with Staff members of the TRA that the instant application filing is necessary because Image Access now has a comprehensive interconnection agreement with BellSouth.
- Q: Does Image Access have any current plans to install its own equipment in Tennessee to provide service?**
- A: No. Image Access has no present plans to install its own equipment in Tennessee to provide service. However, Image Access decided to negotiate a comprehensive interconnection agreement with BellSouth so that it would have the option and ability to provide services to end users by purchasing UNEs from BellSouth, in

particular the UNE-P, in addition to being able to provide service via resale of BellSouth's retail services.

Q: Describe Image Access, Inc.'s services and how the company intends to provide them.

A: As it does today, Image Access, Inc. will operate under the name NewPhone, which is a fictitious name for a division of Image Access, Inc. New Phone will continue to provide resold prepaid local telecommunications services in all of BellSouth's service area. As noted, Image Access does, and will continue to provide service to end users by reselling the underlying local retail services of BellSouth pursuant to the terms of its interconnection agreement with BellSouth and the rules of the TRA. In addition, Image Access may provide local service to end users by purchasing the UNE-P from BellSouth if and when we determine it would be economically viable to do so. Upon Certification, NewPhone will continue advertising throughout the state offering to provide local phone service.

Q: Does the Company provide access to 911 emergency service and white page directory listings and directory assistance and access to the Tennessee Relay Center?

A: Yes. The Company provides access to 911 and E911 emergency service and white page directory listings and directory assistance and access to the Tennessee Relay Center in the same manner as BellSouth via the Company's comprehensive interconnection agreement with BellSouth, and pursuant to the terms set forth in the Company's tariff, which is included herewith as Exhibit M.

Q: How will customers be billed?

A: Customers are directly billed by Image Access, Inc. on a monthly basis. Fixed monthly charges are billed monthly in advance. See Exhibit M, Tariff.

Q: Will Image Access, Inc. offer service to all consumers within its service area?

A: Image Access, Inc. will offer service to all consumers in its service area.

Q: Please discuss the technical ability of Image Access, Inc. to provide telecommunications services in Tennessee.

A: Image Access, Inc. intends to rely on the technical expertise of its underlying carrier for maintenance and administration of its network services. The Company plans to utilize the switching facilities of an underlying carrier with facilities and equipment owned and/or operated by the underlying carrier. Hence, our comprehensive interconnection agreement with BellSouth.

Q: Please discuss the managerial ability of Image Access, Inc. to provide telecommunications services in Tennessee.

A: Image Access, Inc.'s management team includes individuals with the skills and experience necessary for the successful provision of quality telecommunications services. The COO and thirty-three percent (33%) owner of Image Access, Inc. is Richard R. Jaubert. Mr. Jaubert was Vice-President/Chief Financial Officer of Telecheck Louisiana from January 1994 to November 1996. Mr. Jaubert has a MBA from the University of New Orleans and a Bachelor of Science degree in Accounting from Louisiana State University. The President and thirty-four percent (34%) owner of Image Access, Inc. is Gene R. Dry. Mr. Dry served as President of Telecheck Louisiana from January 1987 through November 1996. In that capacity, he managed the growth of the company from revenue of \$2 million to the \$10 million level. Image Access has also been successfully operating in Tennessee since 1999.

Q: Describe Image Access, Inc.'s financial resources for providing telecommunications services in Tennessee.

A: Financial information for Image Access, Inc. is included as Exhibit I to the Application. As with any sole proprietorship or closely held corporation, the personal finances of the principals are subject to become a resource at any time. In addition, Image Access, Inc. has a strong relationship with the Hibernia National Bank in New Orleans with the primary contact being Loretta Savoye. Credit references may be obtained from Loretta Savoye at (504) 533-2430. In summary, Image Access, Inc. does possess the requisite managerial, financial and technical abilities to provide the services for which it has applied for authority, and as evidenced by its provision of service in Tennessee since 1999.

Q: Why is it in the public interest for the Commission to grant Image Access, Inc. a certificate to operate in Tennessee?

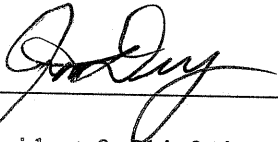
A: Certification of Image Access, Inc. will enhance telecommunications competition in Tennessee. Competition encourages technological innovation and efficient use of resources. Increased competition has proven to benefit consumers by providing a wide variety of services and prices from which consumers can choose. Finally, price competition enables consumers to obtain the services they desire at reasonable prices.

Q: Does Image Access, Inc. have the ability to provide viable telecommunications services within Tennessee?

A: Yes. As noted above, Image Access has in fact been successfully providing services in Tennessee since 1999. Therefore, I believe Image Access, Inc. has the managerial, technical and financial ability and resources to provide the services requested within Tennessee.

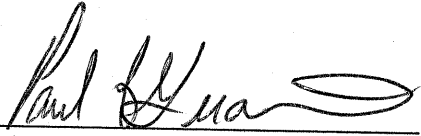
- Q: Does Image Access, Inc. plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?**
- A:** No.
- Q: Does Image Access, Inc. intend to comply with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of services?**
- A:** Yes.
- Q: Has any state ever denied Image Access, Inc. or one of its affiliates authorization to provide intrastate service?**
- A:** No.
- Q: Has any state ever revoked the certification of Image Access, Inc. or one of its affiliates?**
- A:** No.
- Q: Has Image Access, Inc. or one of its affiliates ever been investigated or sanctioned by any regulatory authority for services or billing irregularities?**
- A:** No.
- Q: Who is knowledgeable about Image Access, Inc.'s operations and will serve as Image Access, Inc.'s regulatory and customer service contact.**
- A:** Richard Jaubert will serve as customer service contact, and Jim Dry will serve as regulatory contact.
- Q: Please explain in detail Image Access, Inc.'s proposed procedures for responding to information requests from the TRA and its staff.**
- A:** Jim Dry will receive all requests from TRA and its staff. After receipt, the request will be researched through whatever means are necessary to effectively answer the request for information. The requested information will then be submitted back to TRA and its staff in a timely fashion.
- Q: Does this conclude your testimony?**
- A:** Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Jim Dry
Vice President & Chief Financial Officer
Image Access, Inc.

Subscribed and sworn to me this 9th day of April, 2003.

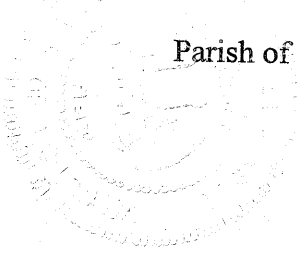


Notary Public

My Commission expires upon death.

State of Louisiana

Parish of East Baton Rouge



**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit K

**Small and Minority Owned Telecommunications
Business Participation Plan**

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF IMAGE ACCESS, INC d/b/a NEWPHONE
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Image Access, Inc. d/b/a NewPhone (“Image Access”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications services providers. Image Access is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Image Access will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Image Access will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Image Access of such opportunities. Image Access’ representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-

owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Image Access will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Image Access' Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Image Access' full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Jim Dry
Vice President & Chief Financial Officer
Image Access, Inc. d/b/a NewPhone
3525 Causeway Blvd., Suite 501
Metairie, Louisiana 70002
Telephone: (504) 834-9363
Facsimile: (504) 833-9419

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in authorized, reasonable and appropriate surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Image Access and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

IV. RECORDS AND COMPLIANCE REPORTS

Image Access will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Image Access will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Image Access will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Image Access will cooperate fully with reasonable and appropriate surveys and studies required by the Tennessee Regulatory Authority. Image Access reserves the right to designate documents, reports, surveys and/or studies as "confidential" or "proprietary."

Image Access, Inc. d/b/a NewPhone



Jim Dry
Vice President & Chief Financial Officer

Dated: April 1, 2003

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit L

Tennessee Incumbent Local Exchange Carrier List

BEFORE THE TENNESSEE REGULATORY AUTHORITY

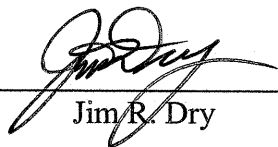
**IN THE MATTER OF THE APPLICATION
OF IMAGE ACCESS, INC d/b/a NEWPHONE
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

NOTICE OF APPLICATION

Notice is hereby given that Image Access, Inc. d/b/a NewPhone has filed an Application for a Certificate to provide competing local telecommunications services with the Tennessee Regulatory Authority. Image Access is authorized to, and is providing telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina South Carolina and Tennessee. Image Access proposes to offer its services in the service areas of BellSouth, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. Image Access intends to offer local telecommunications services pursuant to its nine-state interconnection agreement with BellSouth by reselling BellSouth's local retail services to end users on a pre-paid basis.


CERTIFICATE OF SERVICE

I hereby certify that this Notice was served to each of the Incumbent Local Exchange Service Providers Certificated in Tennessee (Facilities-based) as listed on the attached, this 9th day of April, 2003, by placing same in the United States mail, postage pre-paid and properly addressed.



Jim R. Dry

This done and subscribed before me this 9th day of April, 2003.



Notary Public
Commission to expire upon death

State of Louisiana
Parish of East Baton Rouge

**Incumbent Local Exchange Service Providers Certificated In Tennessee
(Facilities-based)**

<p><u>Ardmore Telephone Company, Inc.</u></p> <p>P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449</p> <p>(205) 423-2131 (205) 423-2208 (Fax)</p>	<p><u>BellSouth</u></p> <p>333 Commerce Street Nashville, TN 37201-3300</p> <p>(615) 214-3800 (615) 214-8820 (Fax)</p>	<p><u>Century Telephone of Adamsville</u></p> <p>P.O. Box 405 116 N. Oak Street Adamsville, TN 38310</p> <p>(901) 632-3311 (901) 632-0232 (Fax)</p>
<p><u>Century Telephone of Claiborne</u></p> <p>P.O. Box 100 507 Main Street New Tazewell, TN 37825</p> <p>(423) 626-4242 (423) 626-5224 (Fax)</p>	<p><u>Century Telephone of Ooltewah-Collegedale, Inc.</u></p> <p>P.O. Box 782 5616 Main Street Ooltewah, TN 37363</p> <p>(423) 238-4102 (423) 238-5699 (Fax)</p>	<p><u>Citizens Communications Company of Tennessee</u></p> <p>P.O. Box 770 300 Bland Street Bluefield, WV 24701</p>
<p><u>Citizens Communications Company Of The Volunteer State</u></p> <p>P.O. Box 770 300 Bland Street Bluefield, WV 24701</p>	<p><u>Loretto Telephone Company, Inc.</u></p> <p>P.O. Box 130 Loretto, TN 38469</p> <p>(931) 853-4351 (931) 853-4329 (Fax)</p>	<p><u>Millington Telephone Company, Inc.</u></p> <p>4880 Navy Road Millington, TN 38053</p> <p>(901) 872-3311 (901) 873-0022 (Fax)</p>
<p><u>Sprint-United</u></p> <p>112 Sixth Street Bristol, TN 37620</p> <p>(423) 968-8161 (423) 968-3148 (Fax)</p>	<p><u>TDS Telecom-Concord Telephone Exchange, Inc.</u></p> <p>P.O. Box 22610 701 Concord Road Knoxville, TN 37933-0610</p> <p>(423) 966-5828 (423) 966-9000 (Fax)</p>	<p><u>TDS Telecom-Humphreys County Telephone Company</u></p> <p>P.O. Box 552 203 Long Street New Johnsonville, TN 37134-0552</p> <p>(931) 535-2200 (931) 535-3309 (Fax)</p>

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit M

Tariff No. 1

IMAGE ACCESS, INC. d/b/a NewPhone
Issued by: Gene R. Dry, President
3525 N. Causeway Blvd, Suite 501
Metairie, Louisiana 70002

Tennessee Tariff No. 1
Effective Date April 7, 2003

LOCAL EXCHANGE SERVICES

IMAGE ACCESS, INC. d/b/a NewPhone
Phone number 504-834-9363
3525 N. Causeway Blvd., Suite 501, Metairie, LA. 70002

Rates, Rules, and Regulations for furnishing of
Services within The State of Tennessee

Tennessee Regulatory Authority Tariff No. 1

This tariff contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Image Access, Inc., d/b/a NewPhone (the "Company") within the State of Tennessee. This tariff is currently on file with the Tennessee Public Service Commission.

IMAGE ACCESS, INC. d/b/a NewPhone
Issued by: Gene R. Dry, President
3525 N. Causeway Blvd, Suite 501
Metairie, Louisiana 70002

Tennessee Tariff No. 1
Effective Date April 7, 2003

LOCAL EXCHANGE SERVICES

CHECK SHEET

The following pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

Page Revision No.

Page Revision No.

LOCAL EXCHANGE SERVICES

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	1
Check Sheet	2
Table of Contents	3
Subject Index	5
Explanation of Symbols	6
Definitions	7
Terms and Conditions	12
A. Liability of the Company	12
B. Claims	15
C. Installation, Testing and Maintenance	16
D. Provision of Equipment and Facilities	17
E. Non-Routine Installation	17
F. Ownership of Facilities	18
G. Rights-of-Way	18
H. Services Provided by Other Companies	18
I. Governmental Authorizations	19
J. Assignment	19
K. Prohibited Uses	19
L. Obligations of the Customer	20
L.1 Customer Responsibilities	20
L.2 Customer Equipment and Channels	22
L.2.1 In General	22
L.2.2 Station Equipment	22
L.2.3 Interconnection of Facilities	23
L.2.4 Inspections	23
M. Payment for Service	24
M.1 Payment for Collections of Charges	24
M.2 Service Date	25
M.3 Taxes and Other Surcharges	25
M.4 Advance Payments	25
M.5 Minimum Service Term	25
M.6 Non-Sufficient Funds Checks	26
N. Discontinuance of Service	26
O. Cancellation of Service	27
P. Application for Service	29
Q. Cancellation of Application for Service	29
R. Moves, Adds, and Changes	29
S. Allowances for Interruption in Service	29
S.1 Interruptions of 24 Hours or Less	30

LOCAL EXCHANGE SERVICES

S.2 Interruptions Over 24 Hours	30
T. Limitations on Credit Allowances	31
Rates and Charges	32
A. Local Exchange Service	32
A.1 Residence Service	32
A.2 Business Service	32
B. Service Connection Charges	33
B.1 Description of Charges	33
B.1.1 Service Order Charge	33
B.1.2 Record Order Charge	33
B.1.3 Central Office Work Charge	33
B.1.4 Access Line Work Charge	33
B.1.5 Premise Labor Charge	33
B.1.6 Premise Visit Charge	33
B.2 Rates	34
B.2.1 Service Order Charge	34
B.2.2 Record Order Charge	34
B.2.3 Central Office Work Charge	34
B.2.4 Access Line Work Charge	34
B.2.5 Premise Labor Charge	34
B.2.6 Premise Visit Charge	34
C. Custom Calling Service	34
D. Directory Listing	35

LOCAL EXCHANGE SERVICES

SUBJECT INDEX

<u>Subject</u>	<u>Page</u>
Access Line Work Charge	32
Advance Payments	24
Allowances for Interruption in Service	29
Application for Service	28
Assignment	18
Business Service	31
Cancellation of Application for Service	28
Cancellation of Service	26
Central Office Work Charge	32
Check Sheet	2
Claims	14
Custom Calling Service	33
Customer Equipment and Channels	21
Customer Responsibilities	19
Definitions	6
Description of Charges	32
Directory Listing	34
Discontinuance of Service	25
Explanation of Symbols	5
Governmental Authorizations	18
Installation, Testing, and Maintenance	15
Liability of the Company	11
Limitations on Credit Allowances	30
Local Exchange Service	31
Minimum Service Term	24
Moves, Adds, and Changes	28
Non-Sufficient Funds Checks	25
Non-Routine Installation	16
Obligations of the Customer	19
Ownership of Facilities	17
Payment for Service	23
Payment for Collection of Charges	23
Premise Labor Charge	32
Premise Visit Charge	32
Prohibited Uses	18
Provision of Equipment and Facilities	16
Rates	33
Rates and Charges	31
Record Order Charge	33
Residence Service	31
Rights-of-Way	17
Service Connection Charges	32
Service Date	24
Service Order Charge	32
Services Provided by Other Companies	17
Subject Index	4
Table of Contents	3
Taxes and Other Surcharges	24
Title Page	1

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify a "Change" in existing rate and/or regulation.
- (D) To signify a "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) To signify a rate "Increase".
- (M) To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) To signify "New" text, regulation, service, and/or rates.
- (R) To signify a rate "Reduction".
- (T) To signify a "Text Change" in tariff, but no change in rate or regulation.
- (Z) To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

LOCAL EXCHANGE SERVICES

DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below:

Access Lines

A telephone line facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm, or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the

LOCAL EXCHANGE SERVICES

classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Commission

The Public Service Commission of the State of Tennessee

Company

Image Access, Inc., D.b.a. NewPhone

Continuous Property

A plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person that orders services and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Demarcation Point

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Directory Listing

Alphabetical listing of information relative to Customers' names or other identification and telephone numbers.

Exchange

A geographic area established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunications services within the area in which telecommunications services and rates are the same.

Exchange Area

The area within which the telephone company furnishes complete telephone services from one specific exchange at the exchange rates applicable within that area

LOCAL EXCHANGE SERVICES

Incumbent Local Exchange Carrier (ILEC)

Telecommunications services provider that is the incumbent and historical wireline provider of local telecommunications services within a local service area, or a successor to such entity that is engaged in the provisioning of local telecommunications services.

Interface

Denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

Local Service Area

The geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area.

Minimum Service Term

The minimum length of time for which a customer is obligated to pay for service, whether or not retained by the customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions that is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Point of Demarcation

The point in a customer's circuit to which the Company is responsible for service and beyond which the customer is responsible for service.

Premise Visit Charge

A charge applied when the location of reported trouble is found to be in customer-provided equipment and/or inside wiring.

Prepaid Service

Service on the basis of payment in advance for services provided.

LOCAL EXCHANGE SERVICES

Recurring Charges

The monthly charges paid by the customer for services, facilities, and equipment, which continue for the agreed-upon duration of the service.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the customer and the Company in the format devised by the company. The acceptance by the Company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

LOCAL EXCHANGE SERVICES

TERMS AND CONDITIONS

A. Liability of the Company

1. The liability of the Company for the damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section S below. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.
5. The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

LOCAL EXCHANGE SERVICES

6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction or work.
8. The Company is not liable for any defacement or damage to the premises of a customer (or other joint user) resulting from the furnishing of services on such premises when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.
10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
12. The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise,

LOCAL EXCHANGE SERVICES

including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

B. Claims

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

1. Claims of third parties, including patrons or customers of customers, arising out of, resulting from, or related to use of the services.
2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
4. All other claims arising out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

C. Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

LOCAL EXCHANGE SERVICES

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

The Company sub-contracts with BellSouth to provide all installation, testing and maintenance for its customers.

D. Provision of Equipment and Facilities

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by customer-provided equipment; or
3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

E. Non-Routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charged based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If

LOCAL EXCHANGE SERVICES

installation is started during regular business hours but at the customer's request, extends beyond regular business hours into time periods including but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

F. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

G. Rights-of-Way

Where economically feasible, Company shall direct or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with the acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

H. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

I. Governmental Authorizations

LOCAL EXCHANGE SERVICES

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

J. Assignment

The Company may, without obtaining any further consent from customer, assign any rights, privileges or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff. Any attempt to make such an assignment, transfer or disposition without consent shall be null and void.

K. Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent

LOCAL EXCHANGE SERVICES

of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

L. Obligations of the Customer

1. Customer Responsibilities

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section G. above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in customer-provided conduit at any splice or junction box. No credit allowance under Section S. will be made for the period during which service is interrupted for such purposes.

The customer shall make available to Company such space, power, environmental conditioning and other resources at customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section G. above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

LOCAL EXCHANGE SERVICES

Customer shall provide the necessary equipment, space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit customer to comply with its obligations hereunder.

1.1 In General

A customer may transmit or receive information or signals via the services provided by the Company.

2.2 Station Equipment

Customer-provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The customer, authorized user, or joint user, is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as

LOCAL EXCHANGE SERVICES

not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.4 Inspections

Upon suitable notifications to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

M. Payment for Service

1. Payment and Collection of Charges

The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the

LOCAL EXCHANGE SERVICES

customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.

2. Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

3. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

4. Advance Payments

To safeguard its interests, the Company will require a customer to make an advance cash (or acceptable cash equivalent) payment of one month's service before service is furnished. The advance payment will be credited to the customer's service. A deposit will not be required. Cash payment for succeeding months' service is to be received by the Company prior to the beginning of the period for which such payment is made. Payment by check will not be considered received until such funds are deemed collected by the Company's depository institution. Services will not be provided for any period for which payment has not been made and collected.

5. Minimum Service Term

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

At the expiration of the initial term, service shall continue on a month-to-month basis unless terminated by either party upon thirty-

LOCAL EXCHANGE SERVICES

(30) day written notice, or by non-payment prior to the beginning of any month's service.

6. Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check of \$15.00.

N. Discontinuance of Service

Upon non-payment in advance of service, the Company shall discontinue service without incurring any liability. Charges for succeeding month's service will be billed to customer 20 days prior to the beginning of that month. Notification will be given that service will be terminated at the end of the current month if payment is not made prior to the beginning of the succeeding month. Termination will not be made without 5 days written notice to customer.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the

LOCAL EXCHANGE SERVICES

customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

O. Cancellation of Service

1. If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonable expended by the Company to establish service to the customer, and 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the company on behalf of the customer.
2. The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
 - 2.1 The customer provides false information to the Company regarding the customer's address, past or current use of common carrier communications services, or its planned use of the Company's service(s), or
 - 2.2 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service, or
 - 2.3 The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 2.3.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 2.3.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 2.3.3 Any other fraudulent means or devices.
 - 2.4 Seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

LOCAL EXCHANGE SERVICES

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

P. Application for Service

Service is installed and provided upon receipt of advance cash (or cash equivalent) payment.

Q. Cancellation of Application for Service

Applications for service may be canceled at any time prior to receipt of advance cash payment.

R. Moves, Adds, and Changes

Upon receipt of advance cash payment from customer, Company will add, delete, or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service.

S. Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be deducted by the customer on payment of next month's charges.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four period shall be considered as one (1) interruption. In no event shall such interruption credits for any one

LOCAL EXCHANGE SERVICES

line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

1. Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes – 2 Hours & 59 Minutes	1/10 Day
3 Hours – 5 Hours & 59 Minutes	1/5 Day
6 Hours – 8 Hours & 59 Minutes	2/5 Day
9 Hours – 11 Hours & 59 Minutes	3/5 Day
12 Hours – 14 Hours & 59 Minutes	4/5 Day
15 Hours – 24 Hours & 59 Minutes	One Day

2. Interruptions Over 24 Hours

Interruptions of more than twenty-four hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

T. Limitations on Credit Allowances

1. No credit allowances will be made for:

- 1.1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 1.2 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 1.3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
- 1.4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
- 1.5 Interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.

IMAGE ACCESS, INC. d/b/a NewPhone
Issued by: Gene R. Dry, President
3525 N. Causeway Blvd, Suite 501
Metairie, Louisiana 70002

Tennessee Tariff No. 1
Effective Date April 7, 2003

LOCAL EXCHANGE SERVICES

- 1.6 Interruptions of service due to circumstances or causes beyond the control of Company.

LOCAL EXCHANGE SERVICES

RATES AND CHARGES

Services are available to Business and Residence customers. The classification of service as business is determined by the character of use of the service as stated in the Definitions Section of this tariff.

A. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a servicing central office that provides customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided. Access to long-distance carriers, other telephone companies' caller-paid information services (e.g., 900, 976), or other services where charges are determined subsequent to the call are not provided through this individual access line.

1. Residence Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area

Monthly Charge Per Line	\$29.95
-------------------------	---------

2. Business Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area.

Monthly Charge Per Line	\$89.95
-------------------------	---------

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

B. Service Connection Charges

Service connection charges are non-recurring charges which apply to ordering, installing, or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

LOCAL EXCHANGE SERVICES

1. Description of Charges

- 1.1 Service Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.
- 1.2 Record Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.
- 1.3 Central Office Work Charge – Applies to the work associated with the establishment or changing of the line connection in the central office.
- 1.4 Access Line Work Charge – Applies to performing work associated with the telephone line extending from the serving central office to the customer's premise. This includes, but is not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.
- 1.5 Premise Labor Charge – Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 a.m. to 5 p.m. Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.
- 1.6 Premise Visit Charge – Applies to each trip to the customer's premise for work performed or trouble identified on the customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

2. Rates

Non-Recurring Charges

	<u>Residence</u>	<u>Business</u>
2.1 Service Order Charge	\$30.00	\$75.00
2.2 Record Order Charge	\$25.00	\$55.00
2.3 Central Office Work Charge	\$50.00	\$75.00
2.4 Access Line Work Charge	\$50.00	\$75.00
2.5 Premise Labor Charges (1/4 hr.)	\$30.00	\$35.00
2.6 Premise Visit Charge (per visit)	\$50.00	\$75.00

LOCAL EXCHANGE SERVICES

C. Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges serviced by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features at the rates indicated:

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Call Forwarding	\$ 6.95	\$15.00
Call Waiting	\$ 6.95	\$15.00
Call Return (*69)	\$ 8.95	\$15.00
Three-Way Calling	\$ 6.95	\$15.00
Non-Published Number	\$ 6.95	\$15.00
Call Waiting Deluxe	\$ 9.95	\$15.00
Caller ID	\$ 11.95	\$15.00
Premium Service	\$ 54.95	\$15.00

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

- D. The Company provides for a single directory listing in the alphabetical section (white pages) of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. The company provides access to local Directory Assistance as well as Operator Assistance at the rates shown below:

	<u>Per Call</u>
Directory Assistance	\$0.00
For Intralata Services Only:	
Operator Assistance:	
General Assistance	\$0.80
Busy Line Verification	\$0.95
Busy Line Interrupt	\$1.40

**Image Access, Inc. d/b/a NewPhone
Tennessee Regulatory Authority Application**

Exhibit N

IntraLATA Toll Dialing Parity Plan

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF IMAGE ACCESS, INC d/b/a NEWPHONE
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

INTRALATA TOLL DIALING PARITY PLAN

Image Access, Inc d/b/a NewPhone is a reseller of BellSouth local service only. NewPhone's customers do not have toll access. NewPhone is not currently offering any toll service to any customers in Tennessee. Therefore, it is NewPhone's understanding that it is not required to file a Plan or a Petition for Waiver concerning intraLATA toll dialing parity. NewPhone will file a plan for approval with the Tennessee Regulatory Authority not later than sixty (60) days prior to offering toll service in Tennessee.



Jim Dry
Vice President & Chief Financial Officer
Image Access, Inc.